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Atorneys for Defendants and Claimant
BARRY COHEN, CHRIS COHEN (aka CHRISTENE COHEN), the F/V POINT LOMA and
Claimant, F/V POINT LOMA Fishing Company, Inc.

UNITED STATES DISTRICT COURT

FOR THE NORTHERN DISTRICT OF CALIFORNIA

SAN FRANCISCO DIVISION

DEL MAR SEAFOODS, INC.,)
Plaintiff,)
v.)
BARRY COHEN, CHRIS COHEN (aka)
CHRISTENE COHEN), *in personam* and,)
F/V POINT LOMA, Official Number)
515298, a 1968 steel-hulled, 126-gross ton,)
70.8 foot long fishing vessel, her engines,)
tackle, furniture apparel, etc., *in rem*, and)
Does 1-10,)
Defendants.)
) No. C-07-2952-WHA
) **DECLARATION OF JAMES P.**
) **WALSH IN SUPPORT OF NOTICE OF**
) **INSURANCE COVERAGE**

I, James P. Walsh, declare as follows:

1. I am a partner in the law firm of Davis Wright Tremaine LLP and our firm serves as counsel to Defendants in this lawsuit. I make this declaration to support Defendants' Notice of Insurance Coverage. The facts set forth in this declaration are personally known to me to be true and correct and, if called as a witness, I could and would testify to the following:

2. At 8:40 a.m. on August 21, 2007, I received a three-page facsimile from Sue Keesee at Wells Fargo Insurance Services of Oregon Inc. regarding the insurance coverage of the E/V POINT LOMA. The facsimile consists of a cover page from Ms. Keesee, a copy of the Policy

1 of Insurance for the F/V POINT LOMA, and a copy of the Certificate of Insurance. Attached as
2 Exhibit A to this declaration is a true and correct copy of the facsimile.

3 3. The Point Loma Fishing Co., Inc. secured insurance for the F/V POINT LOMA
4 from Underwriters at Lloyd's, London for a policy period from December 23, 2006 through
5 December 23, 2007. Exhibit A at p. 3 (Certificate of Insurance).

6 4. Under the insurance policy, the F/V POINT LOMA is covered for losses in the
7 amount of \$250,000 for “Hull and Machinery” and \$1,000,000 for “Protection and Indemnity.”
8 Exhibit A at p. 2 (Policy of Insurance). The amount of coverage for loss to the vessel itself,
9 \$250,000, is in excess of plaintiff’s alleged claims in this action. This amount would be available
10 to pay a judgment, if any, pursuant to the preferred ship mortgage in the event of loss of the
11 vessel.

12 5. As of today, August 21, 2007, according to these documents, the F/V POINT
13 LOMA is fully insured and the account is “paid in full.” Exhibit A at p. 1.

DATED: This 21st day of August 21, 2007.

/s/ James P. Walsh
James P. Walsh (CSB No. 184620)

Attorneys for Defendants BARRY COHEN,
CHRIS COHEN, F/V POINT LOMA and the
F/V POINT LOMA FISHING COMPANY,
INC